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 California Corporations Commissioner
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7 Attorneys for Complainant

8
 9 BEFORE THE DEPARTMENT OF CORPORATIONS
 10 OF THE STATE OF CALIFORNIA
 11

12 In the Matter of the Accusation of THE) OAH No. L-2004010684
13 CALIFORNIA CORPORATIONS)
14 COMMISSIONER,) Case Nos.: 603-8232; 603-9314
15)
16 Complainant,) STIPULATION TO ORDER REVOKING
17) FINANCE LENDERS LICENSES
18 vs.)
19)
20 INSTAFI.COM formerly known as AXIOM)
21 MORTGAGE, INC.,)
22)
23 Respondent.)

20 This Stipulation is entered into between Instafi.com (“Instafi”) and the California
 21 Corporations Commissioner ("Commissioner"), and is made with respect to the following facts:

22 **RECITALS**

23 A. Instafi is a corporation in good standing, duly formed and existing pursuant to the
 24 laws of the State of California, and authorized to conduct business in the State of California.

25 B. Instafi is a finance lender licensed by the Commissioner pursuant to the California
 26 Finance Lenders Law of the State of California (California Financial Code § 22000 et seq.)
 27 (“CFL”). Instafi currently holds two licenses issued under the CFL for locations at 2600
 28 Michelson Drive, Suite 300, Irvine, California and 10650 West Charleston Boulevard, Summerlin,

1 Nevada.

2 C. Sean R. Roberts is the president of Instafi and is authorized to enter into this
3 Stipulation on behalf of Instafi.

4 D. On January 26, 2004, Instafi was personally served by the Commissioner with a
5 Notice of Intention to Issue Order Revoking Finance Lenders Licenses, Accusation and
6 accompanying documents dated January 23, 2004. Instafi filed a Notice of Defense with the
7 Commissioner on the above-referenced matter and a hearing before the Office of Administrative
8 Hearings is scheduled to commence on November 19, 2004.

9 E. It is the intention and desire of the parties to resolve this matter without the necessity
10 of a hearing and/or other litigation.

11 NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set
12 forth herein, the parties agree as follows:

13 **TERMS AND CONDITIONS**

14 1. This Stipulation is entered into for the purpose of judicial economy and expediency,
15 and to avoid the expense of a hearing, and possible further court proceedings.

16 2. Instafi hereby admits the allegations contained in the Accusation. The admissions of
17 Instafi herein are solely for the limited purposes of these proceedings and any future proceeding(s)
18 that may be initiated by or brought before the Commissioner against Instafi. It is the intent and
19 understanding between the parties that this Stipulation, and particularly the admissions of Instafi
20 herein, shall not be binding or admissible against Instafi in any action(s) brought against Instafi by
21 third parties.

22 3. Instafi hereby agrees to the issuance by the Commissioner of an order revoking
23 Instafi's finance lenders licenses. The revocation shall become effective immediately upon the
24 execution of this Stipulation by both parties. A copy of the revocation order is attached and
25 incorporated as Exhibit A.

26 4. Instafi acknowledges its right to an administrative hearing under Financial Code
27 section 22714 in connection with this matter, and hereby waives its right to a hearing, and to any
28 reconsideration, appeal, or other rights which may be afforded pursuant to the CFLL, the California

1 Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law
2 in connection with this matter.

3 5. The parties hereby acknowledge and agree that this Stipulation is intended to
4 constitute a full, final and complete resolution of this matter. The parties further acknowledge and
5 agree that nothing contained in this Stipulation shall operate to limit the Commissioner's ability to
6 assist any other agency, (county, state or federal) with any prosecution, administrative, civil or
7 criminal, brought by any such agency against InstaFi based upon any of the activities alleged in this
8 matter or otherwise.

9 6. The Commissioner shall cause this Stipulation to be filed with the Office of
10 Administrative Hearings immediately upon its execution by all parties hereto.

11 7. Each of the parties represents, warrants, and agrees that it has received independent
12 advice from its attorney(s) and/or representatives with respect to the advisability of executing this
13 Stipulation.

14 8. Each of the parties represents, warrants, and agrees that in executing this Stipulation
15 it has relied solely on the statements set forth herein and the advice of its own counsel and/or
16 representative. Each of the parties further represents, warrants, and agrees that in executing this
17 Stipulation it has placed no reliance on any statement, representation, or promise of any other party,
18 or any other person or entity not expressly set forth herein, or upon the failure of any party or any
19 other person or entity to make any statement, representation or disclosure of anything whatsoever.
20 The parties have included this clause: (1) to preclude any claim that any party was in any way
21 fraudulently induced to execute this Stipulation; and (2) to preclude the introduction of parol
22 evidence to vary, interpret, supplement, or contradict the terms of this Stipulation.

23 9. This Stipulation is the final written expression and the complete and exclusive
24 statement of all the agreements, conditions, promises, representations, and covenants between the
25 parties with respect to the subject matter hereof, and supercedes all prior or contemporaneous
26 agreements, negotiations, representations, understandings, and discussions between and among the
27 parties, their respective representatives, and any other person or entity, with respect to the subject
28 matter covered hereby.

1 10. In that the parties have had the opportunity to draft, review and edit the language of
2 this Stipulation, no presumption for or against any party arising out of drafting all or any part of this
3 Stipulation will be applied in any action relating to, connected, to, or involving this Stipulation.
4 Accordingly, the parties waive the benefit of California Civil Code section 1654 and any successor
5 or amended statute, providing that in cases of uncertainty, language of a contract should be
6 interpreted most strongly against the party who caused the uncertainty to exist.

7 11. This Stipulation may be executed in one or more counterparts, each of which shall be
8 an original but all of which, together, shall be deemed to constitute a single document.

9 12. Each signator hereto covenants that he/she possesses all necessary capacity and
10 authority to sign and enter into this Stipulation.

11 Dated: _____ WILLIAM P. WOOD
12 California Corporations Commissioner

13 By _____
14 ALAN S. WEINGER
15 Supervising Counsel

16 Dated: _____ INSTAFI.COM fka AXIOM MORTGAGE, INC.

17 By _____
18 SEAN R. ROBERTS, President
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